

MCBRIDE BAKER & COLES

A Law Partnership Including Professional Corporations

Maureen A. Drews
Paralegal

312 715-5737
drews@mbc.com

500 West Madison Street, 40th Floor
Chicago, Illinois 60661-2511

312 715-5700
Fax 312 993-9350

Lloyd M. McBride
1934-1983

Edward H. Baker, Jr.
1935-1970

February 5, 1996

ATTN: Recordation Unit
Interstate Commerce Commission
12 & Constitution, N.W., Rm. 2303
Washington D.C. 20423

RECORDATION NO. 19927 FILED 1428
FEB 12 1996 -10 10 AM
INTERSTATE COMMERCE COMMISSION

FEB 12 10 03 AM '96

Re: Excel Railcar Corporation
Harris Bank Naperville
Assignment and Security Agreements

Dear Sir or Madam:

Enclosed are the following documents submitted for recordings:

1. Original and one notarized copy of the Assignment and Security Agreement between Excel Railcar Corporation and Harris Bank Naperville, dated November 11, 1994.
2. Check for \$21.00 payable to the "Interstate Commerce Commission" in payment of the recordation fee.
3. Original and one notarized copy of the Assignment and Security Agreement between Excel Railcar Corporation and Harris Bank Naperville, dated July 14, 1995.
4. Check for \$21.00 payable to the "Interstate Commerce Commission" in payment of the recordation fee.

Please return a stamped acknowledgment copy of both Agreements to us in the return envelope provided.

RECORDATION NO. 19923 FILED 1428
FEB 12 1996 -10 10 AM
INTERSTATE COMMERCE COMMISSION

- Interstate Commerce Commission

February 5, 1996

Page 2

Please do not hesitate to contact us if you have any questions or comments concerning this matter.

Sincerely yours,

A handwritten signature in cursive script, reading "Maureen A. Drews".

Maureen A. Drews

MAD/md

Enclosures

cc: Elizabeth S. Perdue

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001**

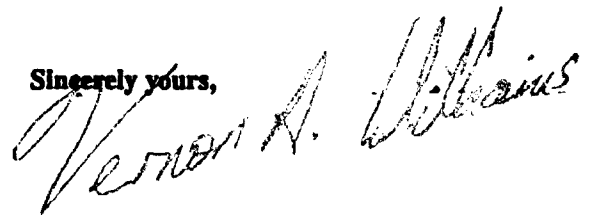
2/11/96

Maureen A. Drews
McBride Baker & Coles
500 West Madison Street, 40th Floor
Chicago, Illinois 60661-2511

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/11/96 at 10:10AM, and assigned recordation number(s). 19927 and 19928.

Sincerely yours,

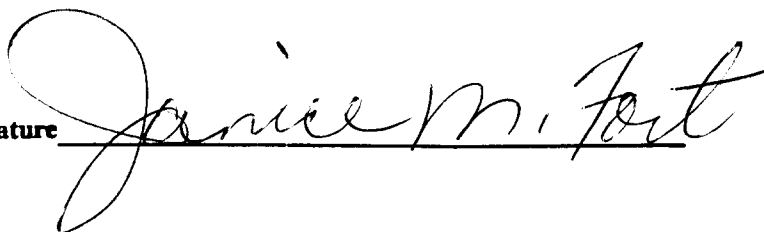


Vernon A. Williams
Secretary

Enclosure(s)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



19928
FEB 1 1995 - 10 AM

ASSIGNMENT AND SECURITY AGREEMENT

THE COMMISSION

This Assignment and Security Agreement ("Agreement") is entered into as of July 14, 1995, between Excel Railcar Corporation, an Illinois corporation (the "Debtor") and Harris Bank Naperville (the "Bank").

RECITALS

WHEREAS, the Bank and the Debtor have entered into a Credit Agreement and a Security Agreement dated November 11, 1994 (collectively, the "Loan Agreement") pursuant to which the Debtor borrowed \$550,000 from the Bank secured by all the assets of Debtor with such indebtedness evidenced by certain promissory notes (the "Notes") and other documents (collectively, the "Loan Documents"), including but not limited to the assets collaterally assigned hereunder; and

WHEREAS, the Debtor and Eugene R. Constance, individually ("Constance"), wish to borrow an additional \$250,000.00 from Bank (the "Loan") to be evidenced by a promissory note of even date herewith (the "Note") and the repayment of which is to be secured by 20 additional railcars to be purchased by Debtor with the proceeds of the Loan and an assignment of a certain lease; and

WHEREAS, the Bank's disbursement of the Loan proceeds is conditioned upon Debtor's performance of conditions set forth in that certain commitment letter dated May 25, 1995 ("Commitment Letter") and the Debtor's assigning to the Bank, as security for the Debtor's obligations to the Bank, all of the Debtor's right, title and interest in and to the newly owned railcars and that certain lease with CTS Cement Manufacturing Company ("Lessee") and all proceeds deriving therefrom and the Debtor's present and future compliance and performance of all its obligations under the Loan Agreement and Loan Documents in respect to this Loan.

It is mutually agreed as follows:

1. **Acknowledgement of Recitals.** The above Recitals are incorporated herein by reference and acknowledged by Debtor and Bank.
2. **Definitions.** The following terms as used herein shall have the following meanings:

"Lease": the railway car lease between Debtor and Lessee described on Exhibit A hereto, and all present or future amendments thereto and substitutions therefor.

"New Cars": all railway cars purchased with proceeds of the Loan or hereafter owned by Debtor, including but not limited to those set forth on Exhibit B hereto.

3. Assignment and Grant of Security Interest. The Debtor, in order to secure the prompt performance of its obligations to the Bank under this Agreement, the Note, all other obligations and liabilities of Debtor to Bank, whether now existing or hereafter arising, does hereby assign and transfer to and grant a security interest in favor of the Bank in the New Cars and the Lease and all proceeds thereof and earnings with respect thereto from whatever source, including, without limitation, all rentals, insurance and insurance proceeds, car hire payments, indemnity payments, termination payments, and all other monies due or to become due thereunder, and all rights of the Debtor to execute any election or option or to give any notice, consent, waiver or approval under or in respect of the Lease as well as all rights, powers or remedies on the part of the Debtor whether arising under the Lease or by statute, at law, in equity or otherwise, arising out of any default under the Lease.

4. No Assumption of Debtor's Obligations. It is expressly agreed notwithstanding anything herein to the contrary, that the Debtor shall remain liable under the Lease to perform all of the obligations assumed by it thereunder, all in accordance with and pursuant to the terms and provisions of the Lease and Debtor does hereby covenant with Bank that it will keep and perform all of the obligations to be performed on the part of the Debtor under the Lease and will save the Bank harmless from any failure to do so. The Bank shall have no obligation or liability under the Lease by reason of or arising out of this Agreement, nor shall the Bank be required or obligated in any manner, to perform or fulfill any obligation of the Debtor under or pursuant to the Lease, to make any payment received by it, or to present or file payment of any amounts which may have been assigned to it or to which it may be entitled at any time. However, Bank may at its election, following a foreclosure of its security interest in the Lease and upon succeeding to the interest of the Debtor thereunder, assume the obligations of the Debtor under such Lease after the date of such succession.

5. Bank May Act For Debtor.

a. The Debtor does hereby constitute the Bank the true and lawful attorney of the Debtor, irrevocably, with full power, upon the occurrence of any event of default under the Loan Agreement or the Loan Documents or the Note or a default hereunder, (in the name of the Debtor or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due and to become due from the Lease under or arising out of the Lease, or any document contemplated thereby, to endorse any checks or other instruments or orders in connection therewith and to file claims or take any actions or to institute any proceedings which the Bank may deem to be necessary or advisable in the premises. Debtor authorizes and empowers the Bank to collect and receive directly from the Lessee all monies now due or to become due under the Lease. If any assigned monies are received by the Debtor, the same will be received by the Debtor as trustee for the Bank and will be immediately delivered in kind to the Bank without commingling. In addition, the Bank

shall have all of the rights and remedies afforded a secured party under the Uniform Commercial Code. Bank shall in no way be deemed to be under any duty to act for or on behalf of Debtor under the powers herein provided.

b. Notwithstanding the foregoing, so long as there is no default under the Loan Agreement or the Loan Documents or the Note, Debtor shall continue to collect all monies due from the Lessee.

6. Representations, Warranties and Covenants of the Debtor. The Debtor hereby warrants and represents that it has not assigned, pledged, or otherwise encumbered, and hereby covenants that it will not assign, pledge, or otherwise encumber so long as this Agreement shall remain in effect, any of its right, title or interest hereby assigned to anyone other than the Bank, and that it has full right and authority to enter into and perform this Agreement in accordance with its terms. The Debtor will not, without the prior written consent of the Bank, agree to, consent to or permit any assignment with respect to any New Cars and the Lease. Debtor covenants to reimburse the Bank upon demand for any expense, including legal fees reasonably incurred by the Bank in the exercise of the powers conferred upon Bank hereunder, together with interest thereon at the rate of 15% per annum, or the highest lawful rate, whichever is the lesser, from the date upon which such expenses are incurred. Debtor covenants to comply with all terms, provisions and covenants contained in the Loan Agreement and Loan Documents with respect to the indebtedness evidenced by the Note.

7. Notice of Assignment. Debtor shall promptly give Lessee written notice of this Agreement and provide Bank with evidence that it has given such notice.

Debtor further agrees that it shall conspicuously mark all of its copies of the Lease or any rider thereto with the following legend:

"THIS LEASE AGREEMENT IS SUBJECT TO AN
ASSIGNMENT MADE BY EXCEL RAILCAR
CORPORATION TO HARRIS BANK NAPERVILLE"

Debtor will deliver to Bank the one copy of the Lease (including each rider thereto) marked "Original", and will cooperate with Bank in filing (1) a counterpart of this Agreement with the Interstate Commerce Commission in accordance with the Interstate Commerce Act and (2) all Uniform Commercial Code financing statements and continuations thereof, and take such other actions, all at its own expense, as may be required from time to time in order to perfect and continue the perfection of this Agreement.

8. Default; Remedies. If an event of default has occurred under the Loan Agreement, the Loan Documents, the Note or if Debtor has defaulted under the terms of this Agreement, Bank shall have the following remedies in addition to any other remedies it may have under the Agreement, the Uniform Commercial Code, in state law or in equity;

- a. to direct payment to Bank by all parties owing money to Debtor with respect to any Lease or New Cars, including, without limitation any railroad owing car hire payments;
- b. to give notice to Lessee that Bank is replacing Debtor as lessor under the Lease and to continue to hold Debtor responsible for its obligations as lessor under the Lease accruing prior to the date of such replacement;
- c. to exercise all rights under the Loan Agreement.

No remedies provided herein shall be exclusive of any other remedy available.

9. Miscellaneous. This Agreement may be executed by the parties hereto in separate counterparts. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such a provision in any other jurisdiction. To the extent permitted by applicable law, the Debtor hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. No provision hereof may be changed, waived, or otherwise modified unless done in writing signed by the party against which the enforcement of the change, waiver or other modification is sought. This Agreement shall in all respects be governed by and construed in accordance with the laws of the state of Illinois.

In WITNESS WHEREOF, the parties have executed the foregoing agreement as of the day and year first above written.

EXCEL RAILCAR CORPORATION

By 

Title: 

Address: 112 Water Street
Naperville, Illinois 60540

HARRIS BANK NAPERVILLE

By *[Signature]*

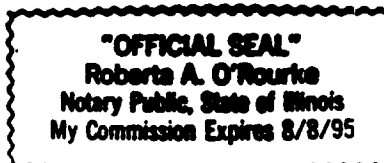
Title: *Vice President*

Address: 503 North Washington Street
Naperville, Illinois 60566

STATE OF ILLINOIS)
) SS
COUNTY OF)

On this 14th day of July 1995, before me personally appeared Eugene R. Constance says that he is President of Excel Railcar Corporation, and that the foregoing Assignment and Security Agreement was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

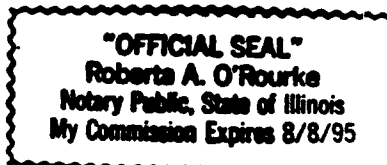
[Signature]
NOTARY PUBLIC



STATE OF ILLINOIS)
) SS.
COUNTY OF)

On the 14 day of July 1995, before me personally appeared Craig S. Anderson to me personally known, who being by me duly sworn, says that he is Vice President of Harris Bank Naperville, and that the foregoing Assignment and Security Agreement dated as of 07/14/95, was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
NOTARY PUBLIC



My Commission expires: _____

EXHIBIT "A"

Master Railcar Lease between Excel Railcar Corporation and CTS Cement Manufacturing Company dated June 1, 1995 (together with all riders made a part of such lease agreement).

W:\WP\PRSHARRIS\RAILCAR\EXHIBITS

EXCEL RAILCAR CORPORATION

CTS CEMENT MANUFACTURING CO.

MASTER
CAR LEASING AGREEMENT

EXCEL RAILCAR CORPORATION
MASTER
CAR LEASING AGREEMENT

THIS AGREEMENT, made the below date, by and between EXCEL RAILCAR CORPORATION, an Illinois, USA corporation (herein called "EXCEL"), and CTS CEMENT MANUFACTURING COMPANY with its principal place of business in Los Angeles, California (hereinafter called "CTS").

W I T N E S S E T H

1. LEASE

EXCEL agrees to furnish and lease to CTS, and CTS, agrees to accept and use upon the terms and conditions herein set forth, the cars covered by the riders attached hereto and such additional riders as may be added hereto from time to time by agreement of the parties. Each such rider shall set forth the number of cars, the rental rate, mileage allowance, term of use, options, car numbers, and other pertinent information that may be desired by both parties. All cars leased pursuant to such riders, or otherwise delivered to and accepted by CTS, are subject to the terms of this Agreement. The term of use of the cars shall commence on the date of delivery thereof to CTS and shall continue for a period ending from the first day of the month following the average date of delivery of such cars to CTS.

2. DELIVERY

EXCEL agrees to deliver the cars to CTS at a point or points mutually agreed to by the parties. EXCEL's obligation as to such delivery shall be subject to all delays resulting from causes beyond its control. CTS agrees to use the cars exclusively in its own service, except as hereinafter provided, and none of the cars shall be shipped beyond the boundaries of the United States, Canada and México. CTS agrees that if any of the cars are used outside of Continental United States, CTS shall reimburse EXCEL for any customs duties, taxes or other expenses resulting from such use.

3. PAYMENT

CTS agrees to pay the rental charges with respect to each of the cars from the date of delivery thereof and until such car is returned by mutual agreement or upon the termination of the contract. Such rental charges shall be paid in advance and due to EXCEL in U.S. dollars by the first day of each month prorating, however, any period which is less than a full month. CTS will direct the funds credited to EXCEL by wire transfer to a bank or banks in the United States of America, as designated by EXCEL or such other location as EXCEL directs from time to time, pursuant to the Car Leasing Agreement. CTS can also issue a check payable in United States dollars to EXCEL RAILCAR CORPORATION upon receipt of the invoice issued by EXCEL.

4. INSPECTION

Each of the cars shall be subject to CTS's inspection or it's designated agent upon delivery to CTS. All cars delivered hereunder shall be in satisfactory condition for movement in normal interchange service, comply with interchange rules and conform to the provisions and specifications of the AAR Interchange Rules. Failure to report any defect in the car within two weeks after delivery of the car or the loading of each such car by CTS or at its direction shall constitute acceptance thereof by CTS, and shall be conclusive evidence of the fit and suitable condition thereof for the purpose of transporting the commodities then and thereafter loaded therein or thereon.

EXCEL expressly disclaims and makes no representation or warranty, either expressed or implied, as to the design, condition, quality, capacity, merchantability, durability, suitability or fitness for any particular purpose of, or any other matter concerning, the equipment. CTS hereby waives any claim (including any claim based on strict or absolute liability in tort or infringement) it might have against lessor for any loss, damage (including incidental or consequential damage) or expense caused by the equipment or by CTS's loss of use thereof for any reason whatsoever.

CTS is responsible for maintenance and replacement of broken, damaged, destroyed or missing pressure differential system parts, including valves, aeration pads, relief valves, rupture discs, piping, gauges, and other specialized system parts or any components or appurtenances thereto. If car is shopped for repairs of the above, CTS will be billed for such charges and no rental credits issued.

5. CAR RECORDS

Upon EXCEL's request, CTS agrees to promptly furnish EXCEL with complete reports of the car movements, including dates received, loaded and shipped, commodity, destination, and full junction routing, and all information which CTS may receive from railroad companies or other sources which may be of use to EXCEL.

6. DESTROYED CARS

In the event any car is totally damaged or destroyed, the rental with respect to such car shall terminate upon receipt by EXCEL of notification thereof, provided however that destroyed cars was not caused by fault and/or negligence of CTS in the handling of the railcar(s).

7. NEGLIGENCE

In the event that any of the cars, or the fittings, appliances or appurtenances thereto, shall be damaged beyond use, ordinary wear and tear excepted, or destroyed either as a result of the acts of any of CTS's employees, agents or customers or from any commodity or other material loaded therein or thereon, within CTS facilities, CTS agrees to assume financial responsibility for such damage or destruction. Such financial responsibility shall amount to the replacement of the car, fittings, appliances or appurtenances damaged and will not constitute an obligation to replace them in new condition but in the state of use in which they were leased.

8. PRODUCT/LOADING

EXCEL shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the cars.

9. CAR PARTS LOSS/STOLEN

CTS, at its own expenses, shall either replace or reimburse EXCEL for the cost of replacing any appliance or removable part as it was received by CTS, within CTS facilities, if destroyed, damaged

beyond use, lost, removed or stolen, unless the railroads transporting the cars have assumed full responsibility and paid for such loss or damages, or such loss or damage results from the negligence or omission of EXCEL its agents or employees.

10. INDEMNIFICATION

SPW
(4)
CTS agrees to indemnify and hold EXCEL harmless from and against any loss, liability, claim, damage or expense (including, unless CTS assumes the defense, the reasonable cost of investigating and defending against any claims for damages) arising out of or in connection with the use of the cars during the terms of this Agreement, excepting, however, any loss, liability, claim, damage or expense which accrues with respect to any of the cars (i) while such car is in a repair shop undergoing repairs; (ii) which is attributable to the negligence or omission of EXCEL, its agents or employees; or (iii) for which a railroad or railroads have assumed full responsibility, including investigating and defending against any claim for damages.

11. LETTERING

No lettering or marking of any kind shall be placed upon any of the cars by CTS except with the prior written consent of EXCEL.

12. EXCESSIVE LOADING

CTS agrees not to load any of the cars in excess of the load limit stenciled thereon.

13. DEMURRAGE

CTS shall be liable for any demurrage (A charge made on cars, vehicles or vessels held by or for consignor or consignee for loading or unloading, for forwarding directions of for any other purpose), track storage or detention charge imposed in connection with any of the cars as well as loss of or damage beyond use to any car while on any private siding or track or on any private or industrial railroad or in the custody of any carrier not subject to

the Association of American Railroads Rules for Interchange.

14. NO TRANSFER OR ASSIGNMENT BY CTS

CTS shall make no transfer or assignment of its interest under this Agreement in and to the cars without EXCEL's prior written consent, except that CTS may sublease any of the cars to its subsidiaries consistent with its normal merchandising methods; provided, however, that notwithstanding any such sublease, CTS shall continue to remain liable to EXCEL under all conditions and terms of this Agreement. No right, title or interest in any of the cars shall rest in CTS by reason of this Agreement or by reason of the delivery to or use by CTS of the cars, except the right to use the cars in accordance with the terms of this Agreement.

15. DEFAULT

844
(C)
If CTS shall fail to perform any of its obligations hereunder, EXCEL at its election may withdraw the cars from the service of CTS and deliver the same, or any thereof, to others upon such terms as EXCEL may see fit. If EXCEL elects to withdraw the cars and during the balance of the term of this Agreement fails to collect for the use of the cars a sum at least equal to all unpaid rentals hereunder to the stated date of termination hereof, plus an amount equal to all reasonable expenses of withdrawing the cars from the service of CTS and collecting the earnings thereof, CTS agrees to pay from time to time upon demand by EXCEL the amount of any such deficiency. It is expressly understood that EXCEL at its option may terminate this Agreement in the event that a petition in bankruptcy or a petition for a trustee or receiver be filed by or against CTS or in the event that CTS shall make an assignment for creditors. Notwithstanding any of the above if EXCEL elects to withdraw any loaded car from CTS's service, EXCEL shall be responsible for any obligation arising from such withdrawal.

If EXCEL fails to perform any of its obligations hereunder, CTS at its election may either; (a) charge EXCEL for all losses or damages caused by its breach, or; (b) grant to EXCEL 60 days to cure such breach or breaches, or; (c) enforce the provisions of this full service agreement against EXCEL.

16. RETURN OF CARS

Upon the termination of each rider, CTS agrees, subject to the provisions of Section 6 above, to return the cars to EXCEL at EXCEL's Railcar Repair facility, Kenney, IL, USA and/or at a point or points previously agreed by the parties, in the same or as good condition as received, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of CTS, and free from all accumulations or deposits from commodities transported in or on the cars while in the service of CTS. If any car is not returned to EXCEL free from such accumulations or deposits, CTS, shall reimburse EXCEL for any expense incurred in cleaning such car, unless car is to stay in similar cementitious products service with immediate future lessor which would not require complete internal cleaning of each car.

2XR
17. RESTRICTIONS

4
In the event the Association of American Railroad (AAR) having jurisdiction over the operations and safety of railroad equipment requires that EXCEL modify the railcars in order to comply with the requirements of the AAR pursuant to AAR Rules and requisitions, then EXCEL upon receiving an official notification from the AAR pursuant to published restrictions for the use of certain railcars, EXCEL shall then have the option to remove such railcars and replace the railcars with comparable type railcars subject to the terms and conditions of the exiting lease between CTS and EXCEL.

18. TRANSFER/ASSIGNMENT BY EXCEL

It is understood that some of the cars furnished CTS under this Agreement and EXCEL's rights under this Agreement may at the time of delivery to CTS or at some future time during the term of this Agreement be subject to the terms of a Lease, Mortgage, Deed of Trust Equipment Trust, Pledge or Assignment or similar security arrangement, and that the cars may be stenciled or marked to set forth the ownership of any such cars in the name of a lessor, mortgagee, trustee, pledgee, assignee or security holder and that this Agreement and CTS's rights hereunder are and shall at all times be subject and subordinated to any and all rights of any lessor, mortgagee trustee, pledgee, assignee or security holder.

As to the cars subject hereto, this Agreement and the rentals hereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior title or lien from time to time on each car as determined with reference to the filings with the Interstate Commerce Commission; however, until notified to the contrary by any person reasonably proving to CTS's satisfaction through a judicial decree (in the event there is a conflict between EXCEL and such assignee) that he is the assignee of this Agreement or the rentals hereunder, CTS is to pay all rentals to the order of EXCEL or to such assignee as EXCEL identifies in writing to CTS. CTS hereby consents to and accepts such leases or assignments. CTS agrees that no claim or defense which CTS may have against EXCEL shall be asserted or enforced against any assignee of this Agreement.

212
②
19. MODIFICATION TO CARS

In the event the U.S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that EXCEL add, modify or in any manner adjust the cars subject to this Agreement in order to qualify them for operation in railroad interchange, then CTS shall pay an additional monthly charge of \$2.50 U.S. dollars per car for each \$100.00 U.S. dollars expended by EXCEL on such car, in any case effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications".) In the event EXCEL in its sole discretion prior to making any Modifications that the cost hereof is not economical to expend in view of the estimated remaining useful life of such car, and EXCEL elects to permanently remove such car from CTS's service rather than have such car taken to a car shop for such Modifications, the rental with respect to such car shall terminate upon the date specified in writing by EXCEL, provided that such date must be prior to the date the Modification is so required to be made.

20. SUCCESSORS

This Agreement shall be binding upon the parties hereto, their respective successors, assigns and legal representatives, and shall

remain in full force and effect from the date hereof until the completion of the leasing arrangement shown on attached riders of the last car or cars hereunder, and all such cars are returned to EXCEL.

21. CLAIMS

CTS shall pay or satisfy and discharge any and all sums claimed by any party against CTS arising in the course of this lease which, if unpaid, might become a lien or a charge upon the cars or entitled to priority over any of the rights of EXCEL in and to the cars, but shall not be required to discharge any such claim so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof in any reasonable manner which, in the opinion of EXCEL, will not affect or endanger the title and interest of EXCEL in and to the cars.

22. REPRESENTATION

CTS hereby represents and warrants as follows:

A DIVISION OF CHEM Comp SYSTEMS INC

(4)
a) CTS CEMENT MANUFACTURING COMPANY is a corporation duly incorporated and validly existing under the laws of The State of ~~California~~ ^{NEVADA}, and is qualified to transact business wherever the nature of its business or the ownership of its business or the ownership of its properties requires such qualifications, and has full power, authority and legal right to carry out its present business and operations and to perform its obligations under this Agreement.

b) There is no action or proceeding pending or threatened against CTS before any court or administrative agency or other governmental body which might result in any material adverse affect on the business, properties, assets or financial condition of CTS or its ability to perform its obligations hereunder.

c) This Agreement has been duly authorized by CTS and is a valid and binding obligation of CTS, enforceable in accordance with its terms.

23. GOVERNING LAW

Any controversy or claim arising out of or related to this Lease Agreement, or the breach thereof, it is hereby agreed among and between the parties, that should a dispute arise as to interpretation or enforcement of this Agreement, EXCEL reserves the right to seek the appropriate legal remedies pursuant to the laws of the State of Illinois, USA to settle the dispute. The terms of this Agreement and Lease and the rights and obligations of the parties hereto may not be amended or terminated orally, but only by agreement in writing by the party against whom the enforcement of such amendment or termination is sought.

24. PROCEEDINGS

Any action or proceeding by either party with respect to this Agreement must be brought in the County of DuPage, State of Illinois, U.S.A.

25. OBLIGATIONS

CTS and EXCEL acknowledges and agrees that their obligations hereunder, including, without limitation, its obligations to pay Rent for all equipment leased hereunder, shall be unconditional and irrevocable under any and all circumstances, shall not be subject to cancellation, termination, modification or repudiation by CTS nor EXCEL, and shall be paid by CTS and performed by CTS and EXCEL without notice or demand and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever, including, without limitation, any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment due or alleged to be due to, or by reason of, any past, present or future claims which CTS may have against EXCEL, any Assignee, any manufacturer or supplier of the Equipment or any Item thereof, or any other Person for any reason whatsoever, or any defect in the Equipment or any Item thereof, or the condition, design, operation or fitness for use thereof, any damage to, or any loss or destruction of, the Equipment or any Item thereof, or any Liens or rights of others with respect to the Equipment or any Item thereof, or any prohibition or interruption of or other restriction against CTS's use, operation or possession of the Equipment or any Item

thereof, for any reason whatsoever, or any default by EXCEL in the performance of any of its obligations herein contained, or any other indebtedness or liability, howsoever and whenever arising, of EXCEL, or of any Assignee, or of CTS to any other Person, or by reason of insolvency, bankruptcy or similar proceedings by or against EXCEL, any Assignee or CTS, or for any other reason whatsoever, whether similar or dissimilar to any of the foregoing, any present or future law to the contrary notwithstanding; it being the intention of the parties hereto that all Rent payable by CTS hereunder shall continue to be payable in all events and in the manner and at the times herein provided, without notice or demand, unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease.

26. TITLE

EXCEL
(4)
Title to the Equipment shall at all times remain in EXCEL and at no time during the Term shall title become vested in CTS. This Lease is and is intended to be a true lease and not a lease intended as security or a lease in the nature of a security interest. CTS shall acquire no right, title or interest in or to the Equipment, except the right to use the same pursuant to the terms of this Lease. It is the intention and understanding of both EXCEL and CTS, and CTS shall take all such actions as may be required to assure, that the Equipment shall be and at all times remain personal property, notwithstanding the manner in which the Equipment may be attached or affixed to realty. CTS shall obtain and record such instruments and take such steps as may be necessary to prevent any Person from acquiring any rights in the Equipment by reason of the Equipment being claimed or deemed to be real property.

27. LIENS

CTS will not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to (i) the Equipment or any Item thereof, EXCEL's title thereto or any interest therein, or (ii) this Lease or any of EXCEL's interests hereunder, except any Lien granted or placed thereon by EXCEL or any Assignee. CTS, at its own expense, will promptly pay, satisfy and otherwise take such actions as may be necessary to keep this Lease and the Equipment

free and clear of, and to duly discharge or eliminate or bond in a manner satisfactory to EXCEL and each Assignee, any such Lien not excepted above if the same shall arise at any time. CTS will notify EXCEL and each Assignee in writing promptly upon becoming aware of any tax or other Lien (other than any lien excepted above) that shall attach to the Equipment or any Item of Equipment, and of the full particulars thereof.

28. INSURANCE ~~DELETE~~

CTS will cause to be carried and maintained, at its sole expense, with respect to the equipment at all times during the Term thereof and until the Equipment has been returned to EXCEL (a) acceptable insurance coverage for equipment within CTS facilities from insurance companies, (b) insurance policies which name EXCEL as an additional insured and which provide EXCEL with thirty (30) days prior written notice of cancellation. If CTS shall fail to cause the insurance required under this Section to be carried and maintained, EXCEL or any Assignee may provide such insurance and CTS shall reimburse EXCEL or any such Assignee, as the case may be, upon demand for the cost thereof.

29. LATE CHARGES

CTS shall pay to EXCEL, upon demand, to the extent permitted by applicable law, interest on any installment of Rent not paid when due, or other amount payable under this Lease which is not paid when due, for any period for which any of the same is overdue (without regard to any grace period) at a rate equal to the lesser of (a) ten percent (10%) per annum, or (b) the maximum rate of interest permitted by law.

30. NOTICES

All notices provided for or required under the terms and provisions hereof shall be in writing, and any such notice shall be deemed given when personally delivered or when deposited in the united states mails, with proper postage prepaid, for first class certified mail, return receipt requested, addressed (i) if to EXCEL or CTS, at their respective addresses as set forth herein or at

such other address as either of them shall, from time to time, designate in writing to the other, and (ii) if to any Assignee, to the address of such Assignee as such Assignee shall designate in writing to EXCEL and CTS.

31. AD VALOREM TAXES

Except as provided herein, EXCEL shall be liable for and pay all Federal, State or other governmental property taxes assessed or levied against the cars.

32. FINANCIAL INFORMATION

CTS agrees to furnish EXCEL upon request all financial reports and related documents which are regularly released to the public and otherwise filed with regulatory agencies.

33. FEDERAL BANKRUPTCY ACT

CTS and EXCEL hereby acknowledge that this Lease is a "lease" for purposes of Section 1168 of the United States Bankruptcy Code of 1978, as amended. So long as said Section 1168, or any successor or comparable provision affording protection to lessors of railcars from the automatic stay under the United States Bankruptcy Code (then in effect), is in effect, CTS hereby agrees that it will not, in connection with any bankruptcy proceedings involving CTS, take a position in any United States Bankruptcy Court that is inconsistent with EXCEL's rights under said Section 1168 or said successor or comparable provision.

34. RIDERS

Inasmuch as this Agreement evidences the Master Railcar Leasing Agreement, the parties intend to add "Riders" which will describe the specifics for railcars which will be subject to the terms hereof. Each Rider will incorporate the terms hereof and to the extent of any inconsistencies, the Rider will control.

35. ADMINISTRATION AND MANAGEMENT

The obligations of EXCEL as Manager for the administration and management of the Railcars are as set forth in the "Full Service Administration and Management Obligations Agreement" which is attached hereto.

36. HEADINGS

The captions which are underlined in the Agreement, including Exhibits and Riders, are for reference only and are not intended to limit the scope of the subject paragraphs nor conflict in any manner with the content of the Agreement.

In WITNESS WHEREOF, the parties hereto have duly executed this Agreement in two counterparts (each of which shall be deemed an original) as of June 1, 1995.

EXCEL

CTS

EXCEL RAILCAR CORPORATION
112 Water Street
Naperville, IL. 60540
U.S.A.

CTS CEMENT MANUFACTURING COMPANY
8741 GLENDALES BLVD
SUN VALLEY CA 91352
U.S.A.

By: 

By: 

Eugene R. Constance
President

Edmund K Rice
(Print Name)

ATTEST: 

ATTEST: 

Roberto De León
Executive Vice President

Linda Rice
(Print Name) Asst. Secretary

EXCEL RAILCAR CORPORATION

FULL SERVICE

ADMINISTRATION AND MANAGEMENT

OBLIGATIONS AGREEMENT

This Full Service Administration and Management Agreement ("Agreement"), incorporates the terms and conditions of the Excel Railcar Corporation Master Car Leasing Agreement dated the 1st day of June, 1995 ("Agreement"), by and between EXCEL RAILCAR CORPORATION ("EXCEL") and CTS CEMENT MANUFACTURING COMPANY ("CTS"). The railcars ("Equipment" or "Units" of Equipment) described herein are subject to the Agreement and this Rider during the term of use and for the Rental Charges indicated on Riders, as set forth below:

**FULL SERVICE
ADMINISTRATION AND
MANAGEMENT OBLIGATIONS AGREEMENT**

gmn
THIS FULL SERVICE ADMINISTRATION AND MANAGEMENT OBLIGATIONS AGREEMENT ("Agreement"), made as of the below date, by and between Excel Railcar Corporation, an Illinois Corporation ("EXCEL") and CTS CEMENT MANUFACTURING COMPANY ("CTS") with its principal place of business in Los Angeles, California.

RECITALS

(u)
EXCEL is engaged in the business of leasing and managing the repair, maintenance, and monitoring of Railcars.

CTS has leased the Railcars described on the attached Riders ("Railcars") from EXCEL or its Assignee (the "Owner"), pursuant to a Car Leasing Agreement dated as of June 1st, 1995 between CTS and EXCEL (the "Lease").

CTS and EXCEL desire to memorialize their understanding and agreement concerning EXCEL's obligations as manager of the Railcars.

NOW, THEREFORE, in consideration of the mutual promises made herein, CTS and EXCEL hereby agree as follows:

1. ENGAGEMENT OF EXCEL.

Subject to all of the terms and conditions hereof, EXCEL will be responsible for the full service administration and management obligations as set forth herein. EXCEL may contract, directly or indirectly, with others to provide the services.

2. TERM.

The term of this Agreement shall commence as of the date of this Agreement and shall continue so long as the Lease (including any subsequent renewal term or new Lease under substantially the same terms) is in effect.

3. OBLIGATIONS OF EXCEL.

EXCEL shall provide and perform the services set forth below, and EXCEL may from time to time employ one or more entities to perform one or more of EXCEL's duties.

- all
- (C)
- a. Delivery of the Railcars to CTS, arrange (at no expense to CTS) to have the Railcars repaired or refurbished to be in a condition acceptable to CTS, and arrange for their acceptance by CTS and execute and document, including, without limitation, certificates of acceptance as required by the repair contractor or, manufacturer, as may be necessary or appropriate in connection with the performance of its obligations, hereunder, subject, in all cases, to the limitations on EXCEL's authority hereunder.
 - b. Use its best efforts to take such steps as may be required to insure that all obligations and duties arising under the Lease and this Agreement are performed or complied with in an orderly and timely fashion.
 - c. If so directed in writing (and in any event for the period from acceptance of delivery of the Railcars from the seller thereof to acceptance of the Railcars by the lessee), place such insurance as shall be reasonably available and in compliance with the Lease to protect the interest of Owner in the Railcars.
 - d. Monitor and record the status of the Railcars and maintain complete and accurate books and records of transactions relating to the Railcars and retain such books and records for a period of no less than three (3) years.
 - e. During the term of the Lease with CTS, and any subsequent renewal term, EXCEL is responsible (at no expense to CTS) for

maintenance and repairs to the units as necessary to maintain the Railcars in good operating condition suitable for general commodities and as specified in the AAR Interchange Rules, provided, however, that such repair, maintenance and servicing shall be performed at CTS's expense in the event it was occasioned by the fault or negligence of CTS, and/or items of lessee responsibility as determined in accordance with industry standards which includes repairs to gates, vibrator brackets, hatch covers, and cleaning of interior and removal of product accumulations on the roof. CTS is responsible for maintenance and replacement of broken, damaged, destroyed or missing pressure differential system parts, including valves, aeration pads, relief valves, rupture discs, piping, gauges, and other specialized system parts or any components or appurtenances thereto. If car is shopped for repair of the above, lessee will be billed for such charges and no rental credits issued.

- gmu
(4)
- f. In the event any car is totally damaged or destroyed, EXCEL shall have the right, but shall not be obligated, to substitute for any such car another car of the same type and capacity, as it was before including the rental in respect to such substituted car shall commence upon delivery of such substituted car to CTS.
 - g. Assert on behalf of or in concert with CTS all of Owner's rights and powers under all manufacturers', vendor's or dealer's warranty on the railcars or any part thereof.
 - h. Provide such other advice and perform such other services incidental to the management of the Railcars as may from time to time be reasonably requested in writing by CTS.

4. RENTAL CREDITS.

- a. CTS shall promptly notify EXCEL upon receipt by CTS of knowledge of any damage to any of the cars. EXCEL agrees to pay for the maintenance and repair of the cars, except as hereinafter provided. CTS shall not repair, or authorize the repair of, any of the cars without EXCEL's prior written consent, except that running repairs (as specified in the Association of American Railroads Rules for Interchange) may

be performed by any railroad without prior written consent. If any car becomes unfit for service and shall be held in a private car shop for repair and shall remain therein for a period in excess of ten (10) days, rental credits with respect to such car shall be issued by EXCEL the following month to CTS from and after such period of ten days until such car is released from the private car shop or until another car shall have been placed in the service of CTS by EXCEL in substitution for such car at the place designated by CTS. It is understood that no rental credits will be issued for cars in any shop for repairs which are CTS's responsibility as determined in accordance with industry standards which includes repairs to gates, vibrator brackets, hatch covers, and cleaning of interior and removal of product accumulations on the roof.

- EMP
(u)
- b. CTS is responsible for maintenance and replacement of broken, damaged, destroyed or missing pressure differential system parts, including valves, aeration pads, relief valves, rupture discs, piping, gauges, and other specialized system parts or any components or appurtenances thereto. If car is shopped for repair of the above, lessee will be billed for such charges and no rental credits issued.
 - c. CTS, at its own expenses, shall either replace or reimburse EXCEL for the cost of replacing any appliance or removable part as it was received by CTS, within CTS facilities if destroyed, damaged beyond use, lost, removed or stolen, unless the railroads transporting the cars have assumed full responsibility for such loss or damages, or unless such loss or damage results from the negligence or omission of EXCEL, its agents or employees.

5. INDEMNIFICATION.

CTS agrees to indemnify and hold EXCEL harmless from and against any loss, liability, claim, damage or expense (including, unless CTS assumes the defense, the reasonable cost of investigating and defending against any claims for damages) arising out of or in connection with the use of the cars during the terms of this Agreement, excepting, however, any loss, liability, claim, damage or expense which accrues with respect to any of the cars (i) while

such car is in a repair shop (which has insurance) undergoing repairs; (ii) which is attributable to the negligence or omission of EXCEL, its agents or employees; or (iii) for which a railroad or railroads have assumed full responsibility, including investigating and defending against any claim for damages.

6. COOPERATION.

During the term of this Agreement, CTS agrees to promptly furnish EXCEL with complete reports of the car movements, including dates received, loaded and shipped, commodity, destination, and full junction routing, and all information which CTS may receive from railroad companies or other sources which may be of use to EXCEL.

7. MISCELLANEOUS.

- 942
- 9
- a. This Agreement shall be governed by and construed under the laws of the State of Illinois, U.S.A.
 - b. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument.
 - c. Titles and headings of the sections of this Agreement are for the convenience of reference only and do not form a part of this Agreement and shall not in any way affect the interpretation hereof. Defined terms shall include the singular or plural, as the case may be.
 - d. No representation, explanation or information furnished by either of the parties hereto shall alter or affect the meaning or interpretation of this Agreement, and no modification or amendment to this Agreement shall be valid unless in writing and executed by both parties hereto.
 - e. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however, that no assignment hereof by EXCEL or transfer of any of EXCEL's rights hereunder whether by operation of law or otherwise shall be valid or effective as against Owner without the prior

written consent of Owner in its sole discretion.

- f. Neither party hereto shall be deemed to be in breach or in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control including, without limitation, acts of God, riots, strikes, fires, storms or public disturbances.
- g. Any waiver of any breach of any term or condition hereof shall be in writing. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other subsequent breach, whether of like or different nature.
- h. If any term or provision of this Agreement or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of this Agreement, and this Agreement shall be valid and enforced to the fullest extent permitted by law.

In WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of June 1, 1995.

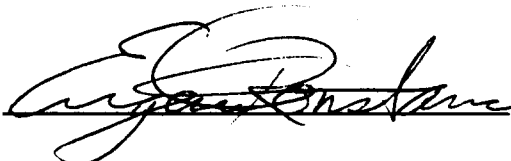
EXCEL

CTS

EXCEL RAILCAR CORPORATION
112 Water Street
Naperville, IL. 60540
U.S.A.

CTS CEMENT MANUFACTURING COMPANY
8741 GLENDALES BLVD
SUN VALLEY CA 91352
U.S.A.

By:



Eugene R. Constance
President

By:

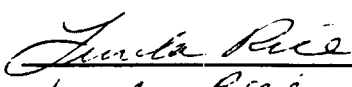


Edward K. Rice
(Print Name)

ATTEST:


Roberto De León
Executive Vice President

ATTEST:


Linda Rice
(Print Name) Asst. Secretary

RIDER NO. 1

**FORMING PART OF
EXCEL RAILCAR CORPORATION
MASTER CAR LEASING AGREEMENT**


RIDER No. 1
Forming Part of

EXCEL RAILCAR CORPORATION
MASTER
CAR LEASING AGREEMENT

This rider ("Rider") incorporates the terms and conditions of the Excel Railcar Corporation Master Car Leasing Agreement dated the 1st day of June, 1995 ("Agreement"), by and between EXCEL RAILCAR CORPORATION ("EXCEL") and CTS CEMENT MANUFACTURING COMPANY ("CTS"). The railcars ("Equipment" or "Units" of Equipment) described herein are subject to the Agreement and this Rider during the term of use and for the Rental Charges set forth below:

Number of Units	Reporting Marks, Car Numbers and Cubic Feet Capacity		Type of Equipment	Monthly Gross Lease Rate Per Unit, U.S. Dollars.	Term
Ten (10)	ERCX 5000	ERCX 5001	PD Covered Hopper Railcars	\$560.00 per car, per month.	Three (3) years
	ERCX 5002	ERCX 5003			
	ERCX 5004	ERCX 5005			
	ERCX 5006	ERCX 5007			
	ERCX 5008	ERCX 5009			

1. Original Delivery

 The original delivery of the units shall be the date of arrival of the Equipment to the CTS facilities, pursuant to Section 1 and 4 of the Car Leasing Agreement, and a schedule with delivery dates that will be furnished by EXCEL to CTS delivery of the Units beginning approximately July 1, 1995, approximately twelve (12) cars per month.

2. Form of Payment

CTS agrees to pay the rental charges with respect to each of the cars from the date of delivery thereof and until such car is returned by mutual agreement or upon the termination of the contract. Such rental charges shall be paid in advance and due to EXCEL in U.S. dollars by the first day of each month prorating, however, any period which is less than a full month. CTS will direct the funds credited to EXCEL by wire transfer to a bank or banks in the United States of America, as designated by EXCEL of such other location as EXCEL directs from time to time, pursuant to the Car Leasing Agreement. CTS can also issue a check payable in United States dollars to EXCEL RAILCAR CORPORATION upon receipt of the invoice issued by EXCEL.

3. Mileage allowance

EXCEL shall credit CTS with mileage allowance paid by the railroads and received by EXCEL pursuant to the USA Interstate Commerce Commission and rules and regulations of tariffs published by the railroads.

4. Term

The term of this Rider shall be for a period of three (3) years commencing on the average date of delivery, pursuant to Section 1 and 4 of the Car Leasing Agreement and Section 1 of this Rider No. 1. CTS shall have an option to continue the lease at the same lease rate for an additional three (3) years. Written notice to continue the lease shall be given by CTS to EXCEL ninety (90) days prior to the termination of the lease.

5. Description of the commodities to be loaded and shipped

Cementitious products and no other products without Excel's prior written consent.

6. Delivery facility location

Units delivered to CTS plants, designated in advance by CTS and notice received by EXCEL.

IN WITNESS WHEREOF, the parties have executed this Rider No. 1 this 1st day of June, 1995.

EXCEL

CTS

EXCEL RAILCAR CORPORATION
112 Water Street
Naperville, IL. 60540
U.S.A.

CTS CEMENT MANUFACTURING COMPANY
8741 GLENDALES BLVD
SUN VALLEY CA 91352
U.S.A.

By: Eugene R. Constance

By: Edward K. Rice

Eugene R. Constance
President

EDWARD K. RICE
(Print Name)

ATTEST: Roberto De León
Roberto De León
Executive Vice President

ATTEST: Linda Rice
Linda Rice
(Print Name) Asst. Secretary

EXHIBIT "B"

New Cars

See attached Rider made a part hereof.

W:\WP\PRS\HARRIS\RAILCAR\EXHIBITS


RIDER No. 1
Forming Part of

EXCEL RAILCAR CORPORATION
MASTER
CAR LEASING AGREEMENT

This rider ("Rider") incorporates the terms and conditions of the Excel Railcar Corporation Master Car Leasing Agreement dated the 1st day of June, 1995 ("Agreement"), by and between EXCEL RAILCAR CORPORATION ("EXCEL") and CTS CEMENT MANUFACTURING COMPANY ("CTS"). The railcars ("Equipment" or "Units" of Equipment) described herein are subject to the Agreement and this Rider during the term of use and for the Rental Charges set forth below:

Number of Units	Reporting Marks, Car Numbers and Cubic Feet Capacity		Type of Equipment	Monthly Gross Lease Rate Per Unit, U.S. Dollars.	Term
Ten (10)	Cu. Ft. Cap.	Cu. Ft. Cap.	PD Covered Hopper Railcars	\$560.00 per car, per month.	Three (3) years
	KRCX 5000 3,800	KRCX 5001 3,800			
	KRCX 5002 3,500	KRCX 5003 3,500			
	KRCX 5004 3,500	KRCX 5005 3,500			
	KRCX 5006 3,000	KRCX 5007 3,000			
	KRCX 5008 3,800	KRCX 5009 3,800			

1. Original Delivery

 The original delivery of the units shall be the date of arrival of the Equipment to the CTS facilities, pursuant to Section 1 and 4 of the Car Leasing Agreement, and a schedule with delivery dates that will be furnished by EXCEL to CTS delivery of the Units beginning approximately July 1, 1995, approximately twelve (12) cars per month.

2. Form of Payment

CTS agrees to pay the rental charges with respect to each of the cars from the date of delivery thereof and until such car is returned by mutual agreement or upon the termination of the contract. Such rental charges shall be paid in advance and due to EXCEL in U.S. dollars by the first day of each month prorating, however, any period which is less than a full month. CTS will direct the funds credited to EXCEL by wire transfer to a bank or banks in the United States of America, as designated by EXCEL of such other location as EXCEL directs from time to time, pursuant to the Car Leasing Agreement. CTS can also issue a check payable in United States dollars to EXCEL RAILCAR CORPORATION upon receipt of the invoice issued by EXCEL.

3. Mileage allowance

EXCEL shall credit CTS with mileage allowance paid by the railroads and received by EXCEL pursuant to the USA Interstate Commerce Commission and rules and regulations of tariffs published by the railroads.

4. Term

The term of this Rider shall be for a period of three (3) years commencing on the average date of delivery, pursuant to Section 1 and 4 of the Car Leasing Agreement and Section 1 of this Rider No. 1. CTS shall have an option to continue the lease at the same lease rate for an additional three (3) years. Written notice to continue the lease shall be given by CTS to EXCEL ninety (90) days prior to the termination of the lease.

5. Description of the commodities to be loaded and shipped

Cementitious products and no other products without Excel's prior written consent.

6. Delivery facility location

Units delivered to CTS plants, designated in advance by CTS and notice received by EXCEL.

IN WITNESS WHEREOF, the parties have executed this Rider No. 1 this 1st day of June, 1995.

EXCEL

CTS

EXCEL RAILCAR CORPORATION
112 Water Street
Naperville, IL. 60540
U.S.A.

CTS CEMENT MANUFACTURING COMPANY
8741 GLENDALE BLVD
SUN VALLEY CA 91352
U.S.A.

RIDER NO. 2

**FORMING PART OF
EXCEL RAILCAR CORPORATION
MASTER CAR LEASING AGREEMENT**

RIDER No. 2
Forming Part of

EXCEL RAILCAR CORPORATION
MASTER
CAR LEASING AGREEMENT

This rider ("Rider") incorporates the terms and conditions of the Excel Railcar Corporation Master Car Leasing Agreement dated the 1st day of August, 1995 ("Agreement"), by and between EXCEL RAILCAR CORPORATION ("EXCEL") and CTS CEMENT MANUFACTURING COMPANY ("CTS"). The railcars ("Equipment" or "Units" of Equipment) described herein are subject to the Agreement and this Rider during the term of use and for the Rental Charges set forth below:

Number of Units	Reporting Marks, Car Numbers and Cubic Feet Capacity				Type of Equipment	Monthly Gross Lease Rate Per Unit, U.S. Dollars.	Term
Ten (10)	Cu. Ft. Cap.		Cu. Ft. Cap.		PD Covered Hopper Railcars	\$560.00 per car, per month.	Three (3) years
	ERCX 5010	3,500	ERCX 5017	3,500			
	ERCX 5011	3,500	ERCX 5018	3,500			
	ERCX 5014	3,500	ERCX 5020	3,500			
	ERCX 5015	3,500	ERCX 5023	3,500			
	ERCX 5016	3,500	ERCX 5025	3,500			

1. Original Delivery

The original delivery of the units shall be the date of arrival of the Equipment to the CTS facilities, pursuant to Section 1 and 4 of the Car Leasing Agreement, and a schedule with delivery dates that will be furnished by EXCEL to CTS delivery of the Units beginning approximately July 1, 1995, approximately twelve (12) cars per month.

2. Form of Payment

CTS agrees to pay the rental charges with respect to each of the cars from the date of delivery thereof and until such car is returned by mutual agreement or upon the termination of the contract. Such rental charges shall be paid in advance and due to EXCEL in U.S. dollars by the first day of each month prorating, however, any period which is less than a full month. CTS will direct the funds credited to EXCEL by wire transfer to a bank or banks in the United States of America, as designated by EXCEL of such other location as EXCEL directs from time to time, pursuant to the Car Leasing Agreement. CTS can also issue a check payable in United States dollars to EXCEL RAILCAR CORPORATION upon receipt of the invoice issued by EXCEL.

3. Mileage allowance

EXCEL shall credit CTS with mileage allowance paid by the railroads and received by EXCEL pursuant to the USA Interstate Commerce Commission and rules and regulations of tariffs published by the railroads.

4. Term

The term of this Rider shall be for a period of three (3) years commencing on the average date of delivery, pursuant to Section 1 and 4 of the Car Leasing Agreement and Section 1 of this Rider No. 2. CTS shall have an option to continue the lease at the same lease rate for an additional three (3) years. Written notice to continue the lease shall be given by CTS to EXCEL ninety (90) days prior to the termination of the lease.

5. Description of the commodities to be loaded and shipped

Cementitious products and no other products without Excel's prior written consent.

6. Delivery facility location

Units delivered to CTS plants, designated in advance by CTS and notice received by EXCEL.

IN WITNESS WHEREOF, the parties have executed this Rider No. 2 this 1st day of August, 1995.

EXCEL

CTS

EXCEL RAILCAR CORPORATION
112 Water Street
Naperville, IL. 60540
U.S.A.

CTS CEMENT MANUFACTURING COMPANY
8741 Glen Oaks Blvd
Sun Valley, CA 91352
U.S.A.